

SAMPLE
(Agreement to be tailored to project)
Bronzeville Redevelopment
Garfield School – 4th & North
PURCHASE AND SALE AGREEMENT

Document Number

Name and Return Address:
Redevelopment Authority
Real Estate Section
Attn: Real Estate Manager
809 North Broadway
Milwaukee, WI 53202-3617

Tax Key Nos.: 353-0228-111, 353-0222-100, 353-0221-100,
353-02256-100, 353-0225-100 & 353-0224-100

Recording Area

AGREEMENT, By and between the **REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE**, a public body corporate, which, together with any successor public body or officer hereafter designated by or pursuant to law, ("Agency"), having its office at 809 North Broadway in the City of Milwaukee ("City"), State of Wisconsin, and _____, ("Redeveloper") located _____, Milwaukee, WI, _____, WITNESSETH:

WHEREAS, In furtherance of the objectives of, and pursuant to Section 66.1333 of the Statutes of the State of Wisconsin, the Agency is carrying out an urban renewal project known as North 7th Street – West Garfield Avenue (Bronzeville) Redevelopment Project for which a Redevelopment Plan was recorded in the Office of the Register of Deeds of Milwaukee County, Wisconsin on June 5, 2005 as Document No. 9028109 The Agency has offered to sell and the Redeveloper is willing to purchase certain real property in the project area at 2215 North 4th Street, 2235 North 4th Street, 411 West North Avenue, 2226 North 5th Street, 2230 North 5th Street and 2234 North 5th Street (collectively "Property") and more particularly described in **Exhibit A** annexed hereto and made a part hereof, and to improve the Property for and in accordance with this Agreement:

NOW, THEREFORE, In consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SEC. 1. PROJECT DESCRIPTION (Conceptual description for purposes of the sample)

Agency and Redeveloper agrees to develop the Property as follows ("Project") and as outlined in Buyer's submission dated _____ that was provided in response to Agency's property listing.

- a. Rehabilitate the existing building for use as _____ and a ground-floor community art center. All renovation must conform to the standards of the U.S. Department of Interior.
- b. Salvage the Pagoda roof at 411 West North Avenue and demolish the remaining structure and the building at 2235 North 4th Street
- c. Construct a _____ SF building at the southeast corner of North 4th Street and West North Avenue in accordance with Design Guidelines attached hereto as Exhibit B and with final plans as approved by the Agency pursuant to Section 2 for use as _____
- d. Construct a public plaza that incorporates the salvaged Pagoda-style roof and execute a public access easement with the City of Milwaukee.
- e. Provide on-site parking for residents, occupants and visitors.
- f. Landscape the site by removal of excess paving, installation of grass, vegetable gardens or rain gardens and replacement of the existing perimeter chain-link fencing with ornamental fencing and landscaping;
- g. Other _____
- h. If WHEDA housing tax credits are involve: Operate the residential component of the Project as affordable housing units according to Section 42 of the U.S. Code for the duration of the compliance period. .

SEC. 2. REDEVELOPER ACTIONS

(a) In connection with the Project, the Redeveloper shall:

1. Submit final plans to the Agency for approval prior to closing as defined in Section 4 ("Closing") for the Property ("Final Plans"). Final Plans must conform to preliminary plans approved by the Agency and shall incorporate any changes recommended as part of Agency's approval. Final Plans shall be submitted to the Agency through the City Development Center as part of Redeveloper's application for building permits.
2. Submit a final construction budget ("Final Budget") and evidence of full Project financing in a form satisfactory to the Agency prior to Closing.
3. Commence construction of the Project within thirty (30) days following Closing.
4. Completed construction of the Project within eighteen (18) months following Closing, subject to force majeure delays, and other delays not within the control of the Redeveloper.

(b) Redeveloper covenants and agrees that no additional buildings, structures, or other similar improvements shall be constructed on the Property without the prior written approval of the Agency, including without limitation because of enumeration, any addition to or expansion of any principal building currently located on or presently proposed for construction on the Property or any accessory building to such principal building.

(c) Redeveloper agrees to comply with City's Small Business Enterprise (SBE) policy and shall make best faith efforts for SBE participation that is at 25% of Project construction costs and 18% of Project professional services. Redeveloper shall contact City's Office of Small Business Development ("OSBD") prior to Closing and obtain a list of City certified SBEs. Redeveloper shall execute an SBE agreement with City prior to Closing. After completion of the Project, Redeveloper shall report on its use of SBE's to DCD's Real Estate Office in terms of the total number of SBE contractors used and the dollar volume of such contracts. Such information shall be provided in writing prior to or with Redeveloper's request for a Certificate of Completion pursuant to Section 7 of this Agreement.

SEC. 3. PURCHASE PRICE & EARNEST MONEY

(a) Purchase Price. The "Purchase Price" for the Property shall be _____ and No/100ths Dollars (\$_____.00). Redeveloper shall pay the Purchase Price to Agency at Closing in the form of a check subject to the usual and customary prorations. Redeveloper shall allocate the Purchase Price as directed by Agency for proceeds due to Milwaukee Public Schools and City of Milwaukee and to the Agency for sale expenses, fees and reimbursements.

(b) Earnest Money. Redeveloper shall tender to the Agency earnest money ("Earnest Money") in the amount of \$5,000.00 in good funds on or before a date that is not later than fifteen (15) days following the date of approval of this Agreement by the City Common Council. The Earnest Money is non-refundable except for default by the Agency. Earnest Money shall be held by the Agency in an Agency account. If this transaction fails to close as required hereunder, other than as a result of a default by Agency in which event the Earnest Money shall be returned to Redeveloper immediately, Agency shall keep the Earnest Money. If this transaction closes within the "Base Period" (as defined below) and as required hereunder, the Earnest Money shall be credited toward the Purchase Price at Closing. No credit of Earnest Money shall be granted if the Agreement is extended pursuant to Section 4(b). If the Earnest Money is not timely paid, Agency may declare this Agreement terminated.

SEC. 4. CONVEYANCE OF PROPERTY

(a) Closing. Closing on this transaction and conveyance of the Property from Agency to Redeveloper ("Closing") shall be at the City Real Estate Office at a date and time mutually agreed to by the parties, which date shall be on or before _____ ("Base Period"), provided:

- 1) such date is not more than twelve months following the date of approval of this Agreement by the City Common Council;

- 2) Redeveloper has satisfied the City Closing Contingencies in Section 4(c); and
- 3) is not in violation of Agency's policies pursuant to Section 4(j).

(b) Extension. If Redeveloper is unable to close on or before expiration of the Base Period, Redeveloper may submit a written request for one (1) six (6)-month extension of this Agreement ("Extended Period") from the Agency's Executive Director, a \$500 renewal fee and a progress report of Redeveloper's efforts to obtain Final Plans and firm financing. The Executive Director shall grant the Extended Period if Agency is satisfied that Redeveloper is making progress to obtain Final Plans and financing. The renewal fee shall not be credited toward the Purchase Price.

(c) Agency Closing Contingencies. Notwithstanding anything to the contrary contained herein, the Agency's duty to Close and convey the Property is contingent upon:

1. Financing and Equity. Redeveloper submitting to Agency evidence of full project financing without contingencies and equity in an amount equal to the Final Budget and that is satisfactory to Agency;
2. Final Plans. Approval of Final Plans by Agency's Design Review Team.
3. Building Permits. Redeveloper obtaining City building permits for approved Final Plans.
4. EBE. Redeveloper meeting with OSBD and executing an SBE Agreement acceptable to OSBD.

(d) Form of Deed. Agency shall, at Closing and upon submission of the Purchase Price, convey the Property to Redeveloper by Quit Claim Deed ("Deed") in an "as is, where is" condition with all faults and defects, known or unknown, physical or otherwise, including but not limited to environmental or geotechnical defects, whether disclosed or not disclosed, known or not known, and without representation or warranty, express or implied. Such provisions shall bar all tort, warranty, and misrepresentation claims, including any action based on non-disclosure. The conveyance and title shall, in addition to the provisions of Section 15 of this Agreement and all other conditions, covenants and restrictions set forth or referred to elsewhere in this Agreement, be subject to:

1. Applicable statutes, orders, rules and regulations of the Federal Government and State of Wisconsin, and laws and ordinances of the City of Milwaukee, including zoning, building and land subdivision laws and regulations;
2. Land use, building and other special restrictions set forth in the Redevelopment Plan, as amended;
3. All easements of record;
4. A restriction that the Property must be taxable for property-tax purposes. The restriction shall require that no owner or occupant of the Property shall apply for, or seek, or accept, property-tax exemption (whether under Wis. Stat. § 70.11 or otherwise) for the Property, or any part thereof. This restriction shall be a permanent covenant that runs with the land, and may only be released by resolution passed by the City's Common Council.
5. A restriction requiring that the Property cannot be used for school purposes. This restriction shall be a permanent covenant that runs with the land, and may only be released by resolution passed by MPS.
6. Possible public access easement for the Bronzeville Pedestrian Plaza.
7. Any recorded or unrecorded rights or interests of any person, entity or utility in any vacated alley, street, or public right-of-way at the Property including rights and interest of persons under Wis. Stat. § 66.1005(2).
8. Matters that would be revealed by an ALTA survey including, but not limited to, encroachments from the Property to a public right of way or adjacent property or encroachments on the Property from adjacent properties.
9. Restrictions set forth by the Wisconsin Department of Natural Resources ("WDNR") on its Geographic Information System ("GIS") pursuant to Section 6(b).

(e) Proration of Taxes. There shall be no proration of real estate taxes as the Property is tax exempt.

(f) Recordation of Deed. Agency shall promptly file the Deed for recording with the Milwaukee County Register of Deeds or as permitted by the Municipal Code of Ordinances. The Redeveloper shall pay all costs for so recording the Deed. No real estate transfer fee is due and no real estate transfer return is required pursuant to Wis. Stat. Section 7.25(s) and Section 77.23 (2), respectively, unless Agency or City is a lender in the transaction.

(g) Other Closing Documents. Redeveloper shall execute at Closing an application for the Department of Neighborhood Services Property Recording Program and shall be solely responsible for all the fee.

(h) Title Insurance. Agency shall procure and deliver to the Redeveloper for examination a preliminary commitment for title insurance prepared Capital Title and Closing Services, Inc. under a City master contract in the amount of the full Purchase Price, naming the Redeveloper as the insured. This commitment shall guarantee the Agency's title to be in the condition called for by this Agreement. Agency shall pay the base cost of title insurance. The cost of title updates, gap endorsements and special assessment letters shall be paid by Redeveloper.

(i) Special Assessments. Agency will be responsible for all special assessments levied as of the date this Agreement was authorized by the City Common Council. Redeveloper is responsible for all special assessments levied after that date. The Agency shall provide details of any known or contemplated special assessments at Closing. If outstanding special assessments for which the Agency is responsible exist at Closing, Agency shall grant a credit in the amount of such assessments against the Purchase Price. Redeveloper shall pay the assessment when billed. If the estimated assessment is greater than the Purchase Price, Agency shall notify the Department of Public Work to bill Agency for the special assessment. If the special assessment for which the Agency is responsible is billed to Redeveloper or inadvertently certified to the tax roll, Redeveloper shall provide the bill to Agency and Agency shall arrange for payment.

(j) Agency Policies. Redeveloper certifies that it as individual or member of a corporation or partnership is not now and will not be at Closing in violation of the following Agency Policies:

- i. Delinquent real estate or personal property taxes due the City of Milwaukee.
- ii. Building or health code violations that are not being actively abated.
- iii. Convicted of violating an order of the Department of Neighborhood Services or Health Department within 12 months preceding Closing.
- iv. Convicted of a felony crime that affects property or neighborhood stability or safety.
- v. Outstanding judgment to the City of Milwaukee.
- vi. In Rem foreclosure by the City of Milwaukee within five years preceding Closing.

If Redeveloper is found to violate any of these Agency Policies, the Agency shall give Redeveloper notice to correct this condition by the expiration of the Base Period or Extended Period or other such period as determined by the Executive Director. If the violation is not corrected within the specified period, this Agreement for Sale may be canceled and the Earnest Money and renewal fees, if any, shall be retained by the Agency as liquidated damages.

(k) Agreement to be Recorded Against Title. At Closing, and before recording the Deed, Agency shall record this Agreement against the Property in the Register of Deeds Office at Redeveloper's expense, and the Property's title will be encumbered by it until issuance of the Certificate defined below

SEC. 5. PERFORMANCE DEPOSIT

The Redeveloper shall deliver at Closing a Performance Deposit in the amount of Ten Thousand and No/100ths (\$10,000.00) Dollars ("Deposit"). The Deposit shall serve as security for the performance of the obligations of the Redeveloper to construct as provided hereinafter. The Agency shall authorized return of the Deposit concurrently with its formal approval of the Certificate of Completion pursuant to Section 7 or shall retain the Deposit as liquidated damages in accordance with the provisions of Sections 7 and 15. No interest shall be paid on the deposit. All or part of the Deposit may be retained by the Agency if Redeveloper fails to complete the Project according to the time schedule provided in Section 2.

SEC. 6. SITE PREPARATION AND CERTAIN OTHER ACTION BY AGENCY

(a) Work To Be Performed By Agency. The Agency shall without expense to Redeveloper, prepare the Property for redevelopment by the Redeveloper in the following manner:

1. The Property will be conveyed to Redeveloper in "as is, where is" condition. With all faults and defects (including title, geotechnical and environmental), known or unknown, detected or undetected, physical or otherwise, and without warranty or representation, whatsoever, express or implied except as expressly set forth in this Agreement.
2. Redeveloper shall be responsible for all site development expenses, including, but not limited to, extension of water and sewer laterals to the Property and the provision or replacement of sidewalks and curb cuts.
3. Agency discloses that the Property may contain old building foundations, rubble and debris from prior buildings that may have been demolished. Redeveloper agrees to accept the Property "as is, where is" and is solely responsible for conducting its own geotechnical investigation to determine the bearing capacity of the soil and for all site excavation, debris removal, fill and development expenses.
4. Agency has provided to Redeveloper and Redeveloper acknowledges receipt of the following environmental reports:
 - a. 411 West North Avenue Final Phase I Environmental Site Assessment
 - b. 411 West North Closure Letter from Wisconsin Department of Natural Resources
 - c. 411 West North WDNR Geographic Information System registry packet
 - d. 2235 North 4th Petroleum Soil Removal & Case Closure Report
 - e. Garfield School Asbestos Survey Data (full report is available for viewing at MPS)

Provision of these reports does not affect or impact the "as is, no representation or warranty" nature of this transaction, and neither Agency nor the City warrants the contents, conclusion or accuracy of them.

No additional environmental investigation shall be conducted by the Agency. Redeveloper agrees to accept the Property in its "as is, where is" condition including all environmental conditions, known or unknown, disclosed or not disclosed.

(b) Right of Entry for Utility Service. The Agency reserves for itself, the City, and any public utility company as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing or servicing the public utilities located within the Property boundary lines and provided for in the easements described or referred to in Paragraph (a), Section 2 hereof. This right-of-entry shall not interfere with Redeveloper's use of the Property.

(c) Redeveloper Not to Construct Over Utility Easements. The Redeveloper shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in Paragraph (a), Section 2 hereof, unless such construction is provided for in such easement or has been approved by the City. If approval for such construction is requested by the Redeveloper, the Agency shall use its best efforts to assure that such approval shall not be withheld unreasonably.

(d) Access to Property. Prior to the conveyance of the Property to Redeveloper, the Agency shall permit representatives of the Redeveloper to have access to any part of the Property as to which the Agency holds title, at all reasonable times for the purpose of obtaining data and making various tests that necessary to carry out the Agreement upon receipt by the Agency of a written request for such entry and submittal of evidence of insurance according to the Agency's minimum guidelines. Such request and evidence of insurance must be satisfactory to the Agency in form and substance prior to the Agency granting such access. After the conveyance of the Property to the Redeveloper, the Redeveloper shall permit the representatives of the Agency, or the City upon five (5) days prior written notice access to the property at all reasonable times which any of them deems necessary for the purposes of the Agreement, including, but not limited to, inspection of all work being performed in connection with the construction as hereinafter defined. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section.

SEC.7. CERTIFICATE OF COMPLETION

Promptly after completion of the Project, including landscaping, in accordance with this Agreement, Redeveloper shall request that the Agency issue a Certificate of Completion ("Certificate") and return the Deposit and shall report to the Agency on the Project's final cost, occupancy and SBE participation. This Certificate shall be a conclusive determination of satisfaction and termination of the covenants in the Agreement and the Deed with respect to the obligations of the Redeveloper and its successors and assigns to construct and the dates for the beginning and completion thereof. Redeveloper shall permit Agency representatives to inspect the Project within thirty (30) days following receipt of Redeveloper's request to determine if the work has been completed according to Agency-approved Final Plans and this Agreement. If the Project is determined to be in conformance, the request for the Certificate shall be presented to the Agency for its formal approval at the next available regularly scheduled meeting of the Agency. The Agency shall execute such Certificate within thirty (30) days of its authorization and shall present the Certificate for recording to the Register of Deeds at Agency's expense. If the Agency shall refuse or fail to authorize this Certificate, the Agency shall within thirty (30) days of the Project inspection provide Redeveloper with a written statement indicating in adequate detail how the Redeveloper has failed to complete the Project in conformance with Final Plans or this Agreement, or is otherwise in default, and what measures or acts are necessary, in the opinion of the Agency, for the Redeveloper to take or perform in order to obtain the Certificate. Concurrent with Agency's consideration of the request for the Certificate, the Agency shall consider return of the Deposit. All or part of the Deposit may be retained by the Agency if the project is not completed according to the schedule specified in Section 2. A check for the amount of Deposit authorized for return by the Agency shall be provided within ten (10) days of authorization by the Agency.

SEC. 8 RESTRICTIONS ON USE

The Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, to:

- (a) Devote the Property only to and in accordance with the uses specified in the Redevelopment Plan; and
- (b) Not discriminate upon the basis of race, color, creed, sex, or national origin in the sale, lease or rental, or in the use or occupancy of the Property or any improvements located or to be erected thereon, or any part thereof.
- (c) Comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 37 C.F.R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards.
- (d) Comply with all requirements of the Americans with Disabilities Act of 1990, U.S.C. #12101, et. seq.

SEC. 9. COVENANTS BINDING UPON SUCCESSORS IN INTEREST: PERIOD OF DURATION

It is intended and agreed that the covenants provided in Sections 8 and 23 shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the City, and any successor in interest to the Property, or any part thereof, and the United States (in the case of the covenant provided in subsection (b) of Section 8), against the Redeveloper, its successors and assigns, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the covenant provided in subsection (b) of Section 8 shall remain in effect without limitation as to time.

SEC.10. PROHIBITION AGAINST TRANSFER OF PROPERTY

The Redeveloper has not made or created, and (except as permitted by Section 11) will not, prior to the completion of the

Project as certified by the Agency, make or suffer to be made any sale, assignment, conveyance, lease or transfer in any other form of or with respect to this Agreement or the Property, or any part thereof or any interest therein, or contract or agree to do any of the same, without the prior written approval of the agency, provided that Redeveloper may assign or transfer to an entity which has the substantially similar ownership as Redeveloper. **For condominium projects:** Further provided, that the foregoing shall not apply to the agreement to sell, sale, or convey any condominium units for which an occupancy permit has been issued by the City, to the Declaration of Condominium and Plat or the transfer of title to the Owner's Association.

SEC. 11. LIMITATION UPON ENCUMBRANCE OF PROPERTY

Prior to issuance of the Certificate, neither the Redeveloper nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrances or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property except for the purposes only of obtaining (a) funds only to the extent necessary for the construction provided in Section 1 and (b) such additional funds, if any, in an amount not to exceed the Purchase Price paid by the Redeveloper to the Agency. Until issuance of the Certificate, the Redeveloper (or successor in interest) shall notify the Agency in advance of any financing secured by mortgage or other similar lien instrument it proposes to enter into with respect to the Property and of any encumbrance or lien that has been created on or attached to the Property whether by voluntary act of the Redeveloper or otherwise.

SEC. 12. MORTGAGEES NOT OBLIGATED TO CONSTRUCT

Notwithstanding any of the provisions of this Agreement, including but not limited to those which are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction or to guarantee such construction; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder.

SEC. 13. ENFORCED DELAY IN PERFORMANCE

Neither the Agency nor the Redeveloper, nor any successor in interest, shall be considered in breach or default of its obligations with respect to the preparation of the Property for the Project or commencement and completion of the Project, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by the Agency, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the enforced delay.

SEC. 14. NO DAMAGES FOR DELAY

Redeveloper shall not be entitled to recover any damages from the City arising from or attributable to any delays in construction upon or development of the Property, unless the City caused the delay in question.

SEC. 15. REMEDIES

(a) General. In the even of breach of this Agreement, the parties have their respective rights hereunder, and those available at law and in equity. Agency expressly retains all rights under Wis. Stat. Section 893.80

(b) Prior to Conveyance. If, prior to Agency's conveyance of the Property, Redeveloper assigns or attempts to assign this Agreement or any rights hereunder or fails to pay the Purchase Price and take title to the Property upon Agency's offer of

conveyance, the Agency may, at its option, terminate this Agreement and retain any fees submitted by Redeveloper as liquidated damages.

(c) Notice of Breach and Right to Cure. Except as otherwise provided herein, in the event of default or breach ("Default") by either party hereto, the defaulting party shall, upon written notice from the other, cure or remedy such Default within 30 days after receipt of notice and demand to cure providing, however, that if the Default is one that cannot reasonably be cured with said 30 days, the defaulting party must diligently and faithfully pursue cure, and if the Default is not then remedied or cured with a reasonable time, or if the defaulting party fails to faithfully and diligently pursue cure, then (in any of the events described above) the aggrieved party may institute such proceedings and/or take such action to secure any rights as the aggrieved party may have available to it hereunder or at law or in equity, including, but not limited to, an action to compel specific performance and/or seeking damages.

(d) Waiver. No delay, waiver, omission or forbearance on the part of any party to exercise any right or power arising out of any other party's Default shall be deemed a waiver by that party of such right or power against the other party for any subsequent Default.

(e) Agency's Retained Reversionary Interest.

1. Agency's Right to Reverter and Deposit. Notwithstanding anything to the contrary contained herein, or in the Deed, if subsequent to conveyance of the Property to Redeveloper and prior to issuance of the Certificate:
 - i. Redeveloper or any successor defaults on or violates its obligations under this Agreement with respect to the Project, including the nature of, and the dates for beginning and completion thereof of construction thereof, or abandons or substantially suspends construction other than suspension pursuant to Section 13, and any such default, violation, abandonment or suspension shall not be cured, ended or remedied with 90 days after Agency written demand so to do; or
 - ii. Redeveloper or any successor fails to pay real estate taxes, special assessment or special charges on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy, lien, or attachment to be made, or any materialman, mechanic, or construction lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessment shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to Agency made for such payment, removal or discharge, within 90 days after Agency written demand so to do; or
 - iii. there is any transfer of the Property or any part thereof in violation of this Agreement, and such violation shall not be cured within 90 days after agency written demand;

then the Agency shall have the right to reenter and take possession of the Property and to record against the Property in the Milwaukee County Register of Deeds Office a "Notice of Reverter." Redeveloper agrees that the recording of such Notice of Reverter shall have the effect of delivering and recording a deed from Redeveloper to Agency, and shall automatically terminate all of the Redeveloper's rights, title and interest in and to the Property (and any interest of any successor that has taken title from or through Redeveloper, except Permitted Successors) and revert in Agency, subject to rights of Permitted Successors, the full estate conveyed by the Deed. The intent of this provision, together with other provisions of this Agreement, is that the conveyance of the Property to Redeveloper pursuant and subject to this Agreement shall be made upon a condition subsequent to the conveyance that in the event of any default, failure, violation, breach or other action or inaction by Redeveloper specified in subsections (a), (b) or (c) above, and the failure on the part of Redeveloper to remedy, end, abrogate or otherwise cure such default, failure, violation, breach or other action or inaction, within the period and in the manner stated in such subdivisions, Agency at its option may effect a termination of the estate conveyed to Redeveloper in favor of Agency in which case all rights and interests of Redeveloper (and of any successor or assign to Redeveloper or the Property, except Permitted Successors), shall revert to, and thereafter be solely and fully vested in, Agency. And such reversion of title in Agency shall be subject to, limited by, and shall not defeat, render invalid or limit (a) the lien of any mortgage authorized by this Agreement, (b) any right or interest provided in the Agreement for the protection of the holder of such mortgage and (c) any right of any Permitted Successor, including any lessee or buyer authorized by this Agreement.

If Agency exercises its reversionary right as set forth above, Agency may also retain the Deposit.

Agency's reversionary right is a material provision of this Agreement, without which, Agency would not have entered into this transaction.

This Agreement is binding upon the parties hereto and their successors and assigns, including successors in interest to the Property. Notwithstanding the foregoing, until issuance of the Certificate, Redeveloper may not assign this Agreement or its rights hereunder without Agency's prior written consent.

SEC. 16. RESALE OF REACQUIRED PROPERTY: DISPOSITION OF PROCEEDS

Upon the revesting in the Agency of title to the Property or any part thereof as provided in Section 15, Agency shall use best efforts to resell the Property or part thereof (subject to rights of Permitted Successors) as soon and in such manner as the Agency shall find feasible and consistent with the objectives of applicable law and of the Redevelopment Plan to a qualified and responsible party or parties (as determined by the Agency) who will either (a) assume the obligation of making or completing the Project as shall be satisfactory to the Agency or (b) agree to undertake such other project at the Property as shall meet Agency's approval (or, alternatively, the Project with such modifications to which Agency may agree.

Upon Agency resale of the Property (or part thereof) the proceeds thereof shall be applied:

(a) First, to reimburse the Agency, on its own behalf or on behalf of the Agency, for all costs and expenses incurred by the Agency, including, but not limited to, salaries of personnel in connection with the reversion in title, management and resale of the Property or part thereof (but less any income derived by the Agency from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the Agency, an amount, if paid, equal to such taxes, assessments or charges (as determined by the City assessing official) that would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the Agency or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Redeveloper, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Project (or such modified or alternate project as Agency may establish or to maintain the Property), and any amounts otherwise owing the Agency by the Redeveloper and its successors or transferee; and

(b) Second, to reimburse Redeveloper, its successor or transferee, up to the amount equal to the sum of the net Purchase Price paid by it for the Property (or allocable to the part thereof) and the cash, labor and material actually invested by it in performing any construction on or rehabilitation of the Property or part thereof, less any gains or income withdrawn or made by it from the Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by Agency as its property.

**SEC. 17. CONFLICT OF INTEREST:
AGENCY REPRESENTATIVES NOT INDIVIDUALLY LIABLE**

No Agency member, official or employee shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No Agency member, official or employee shall be personally liable to the Redeveloper or any successor in the event of any Agency default or breach or for any amount which may become due to the Redeveloper or successor or on any obligations under the terms of this Agreement.

SEC. 18. INDEMNIFICATION

Redeveloper agrees to defend, indemnify, and hold harmless Agency and the City and their respective officers, agents and employees, from and against all claims, demands, damages, liability, suits, judgments and decrees, attorney's fees, losses, costs and expenses of any kind or nature whatsoever that may come or be asserted against Agency or the City on account of: **(a)** Redeveloper's (or anyone acting for or at the direction of, or anyone claiming by, through, or under Redeveloper) preacquisition entry onto or investigations at the Property; and **(b)** if Redeveloper closes on this transaction and becomes owner of the Property, the condition of the Property – including environmental and geotechnical. The provisions in this Section shall survive completion of the Project, recording of the Certificate, and any termination of this Agreement

SEC. 19. PROVISIONS NOT MERGED WITH DEED

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the Agency to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

SEC. 20 GOVERNING LAW

This Agreement shall be construed according to Wisconsin Law.

SEC. 21 PUBLIC RECORDS

This Agreement and certain documents relating hereto are, or may be, subject to Wisconsin's Open Records Law (Wis. Stat. Chapter 19, Subchapter II and Wis. State. Section 19.36(3) that includes records produced or collected hereunder. Redeveloper agrees to cooperate with Agency and the City if Agency or City receives a request under Wisconsin's Open Records Law for any such record.

SEC. 22 SUCCESSORS AND ASSIGNS.

This Agreement is binding upon the parties hereto and their successors and assigns, including successors in interest to the Property. Notwithstanding the foregoing, until issuance of the Certificate, Redeveloper may not assign this Agreement or its rights hereunder without Agency's prior written consent.

SEC. 23. APPROVALS

In any instance in which Agency's approval or consent and/or the approval or consent of the Executive Director is required under this Agreement, such approval or consent shall not be unreasonably withheld or delayed.

SEC. 24.NOTICES

Notices required to be sent under this Agreement shall be in writing and given either by personal delivery, by certified mail postage prepaid, or by facsimile to the following individuals. Notices personally delivered shall be deemed delivered upon actual receipt or upon refusal to accept delivery. Notices sent by certified mail shall be deemed delivered two business days after mailing. Notices sent by facsimile shall be deemed delivered on the date of sending – providing, however, **(i)** any such notice is (and must be) sent between the hours of 9:00 A.M. and 4:00 P.M. on business days that the City's City Hall is open for business; and **(ii)** no error or similar message indicating inability to send is prompted by the sending of such notice by facsimile. Notice recipient and sending information may be changed from time to time by sending written notice of the same to all parties in accordance with this paragraph.

If to Agency:

Redevelopment Authority
Attn: Executive Director
809 North Broadway, Milwaukee, Wisconsin 53202-3617
Phone: 414-286-5730
Facsimile: 414-286-0395

If to Redeveloper:

Contact Name _____
Company _____
Address _____
City _____ State ____ Zip _____
Phone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
Email: _____

SEC. 25. SPECIAL PROVISIONS

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency or the Wisconsin Department of Industry, Labor and Human Resources setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will include the provisions of Paragraph (a) in every construction contract for this property, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

SEC. 26. COUNTERPARTS

The Agreement is executed in three (3) counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, The Redeveloper, _____, has hereunto set its hand this
 ____ day of _____, 20__.

____ (REDEVELOPER)

By: _____

Title _____

By: _____

Title _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, _____
and _____, to me known to be the person(s) who as Redeveloper executed the
foregoing Contract for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

SEAL

Notary Public,
_____ County
My commission _____

Approved by the Agency on _____, by adoption of Resolution No. _____.

Approved by Common Council on _____, by adoption of Resolution No. _____.

IN WITNESS WHEREOF, The Agency, the Redevelopment Authority of the City of Milwaukee, has caused this Agreement to be duly executed in its name and on its behalf by _____, its (Vice) Chair, and _____, its (Assistant) Executive Director-Secretary, and its corporate seal to be hereunto duly affixed this _____ day of _____, 20__.

REDEVELOPMENT AUTHORITY OF THE CITY OF MILWAUKEE, (AGENCY)

Chair

(Assistant) Executive Director-Secretary

State of Wisconsin)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, 20__,
_____ and _____, who acknowledged themselves to be the (Vice) Chair and (Assistant) Executive Director-Secretary, respectively, of the Redevelopment Authority of the City of Milwaukee, a Corporation, and that they, as such officers, of said Corporation being authorized so to do, executed the foregoing Agreement for the purposes therein contained for and on behalf of said Corporation and as such officers caused the corporate seal to be hereunto duly affixed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

SEAL

Notary Public
Milwaukee County
My commission _____

This document was drafted by the Real Estate Section, Department of City Department.

emm: 9/16/14

EXHIBIT A
Description of Property

All that certain parcel or parcels of land located in the City of Milwaukee, County of Milwaukee, State of Wisconsin, more particularly described as follows:

Legal Description to be provided in preliminary title commitment

Address: _____

Tax Key Number: _____ - _____ - _____ - _____

EXHIBIT B
Bronzeville Renewal Plan Design Criteria

7(a) Site and Building Design Guidelines for Commercial Development or Redevelopment (Infill)

1) Commercial Site Design Requirements--Building placement

Principles:

Placement of buildings and building elements shall define the public realm, e.g., street edges, corners, walkways, open space, public art, focal points, etc. Within the commercial district, buildings shall create a “street wall” of continuous facades, broken or modified only for the purpose of creating public open spaces, such as patios, sidewalk cafes, or pocket parks.

Buildings shall be located to create street-friendly walkways and public spaces. Spaces not built on create opportunities for small entryways, patios, pocket parks or other public or semi-public spaces that can offer relief from the dense built-up urban landscape. These spaces shall be used to serve people and not to provide additional parking spaces for automobiles.

Standards:

1. In general, all commercial buildings shall be built to front property lines to achieve a densely built-up urban setting. Exceptions shall be made for small patios, outdoor cafes, courtyards, entry areas, and other pedestrian-oriented uses. Exceptions shall not be made for automobile parking areas.
2. Build infill or replacement buildings to fill gaps (vacant or underutilized lots) along commercial corridors.
3. As a method of intensifying use, locate stairs accessible directly from the street (or ramps where space permits) to stories above or below street level. (Handicapped access must be provided at a convenient distance from street traffic.)
4. Buildings shall be located to minimize negative impacts on adjacent properties. For example, buildings requiring large setbacks should not be placed on commercial corridors where the setback interrupts a series of continuous storefronts.

2) Commercial Building Design Requirements--Massing

Principles:

Cluster uses in a dense built-up configuration to create an intense urban setting. A cluster of entertainment uses supported by restaurant and retail uses, will create a greater draw and attract customers from a greater market area, than would be created by any single use on its own, or any series of separate uses on their own.

Standards:

1. Mass new infill with existing buildings to build up and intensify uses and street activity within the commercial district.
2. Use building elements (windows, canopies, columns, recessed entries) to create a pedestrian oriented street frontage.
3. Where possible, emphasize street corners with elements that “turn the corner,” such as oriel windows and signage.
4. Create dramatic elements on principal facades, such as balconies, bay windows, marquees, and canopied entryways.
5. Where appropriate, create connections through buildings to secondary entries, open space, and off-street parking.
6. Where appropriate, use massing to accentuate access to upper and lower stories, both visually and physically adding more levels of activity that are directly connected to the street.
7. Employ rooftop gardens and patios as accessible space that can enhance the offerings of the district.

3) Commercial Building Design Requirements--Facades

Principles:

The series of “storefront” facades of commercial buildings that face the primary street shall present a continuous, pedestrian-friendly and welcoming series of facades. Interruptions or gaps in this series of facades shall be minimized or avoided. The rear or alley side of commercial buildings may be more utilitarian, and consequently less open to the public, more restricted and more private.

Standards:

1. Building entrances shall be clearly visible from primary streets, as well as welcoming and accessible to pedestrians.
2. Lively engaging storefronts and street frontages enhance the pedestrian experience. The entry experience is vital to a successful storefront. Therefore, care and expense shall be taken to enhance the entry experience.
3. To establish hierarchy between building elements, articulate the major parts of the façade—base, mid-section and top. Articulate major building elements such as entrances (marquees for example), corners, parapet walls and other building features (such as bay windows or recessed openings). Finally, articulate details (for example, articulate a parapet wall with carved stone and variation in brick coursing).
4. Blank walls facing primary streets are not permitted. All facades visible from primary streets shall be modulated and articulated with bays, windows and openings, varying color and texture and architectural details that will engage pedestrians, particularly at street level or eye level.
5. In no instance shall parking be placed between the street façade of the building and the street.

4) Commercial Building Design Requirements--Materials

Principles:

For commercial buildings, materials shall enrich and enliven street frontages that directly impact the pedestrian experience.

Standards:

1. All walls visible from public streets shall contain the most architecturally significant materials and fenestration. Significant building materials include wood, brick, stone, glass block, and architectural-finished metal cladding. They may also include stucco, tile, terra cotta, cast stone, and other materials used judiciously as part of overall design composition. Materials are subject to case-by-case review by the Redevelopment Authority.
2. Use detailing of materials to articulate and enrich building facades (tile or terra cotta inlays incorporated within a brick façade, for example). The materials listed above should be detailed in accordance with architectural “best practices.”
3. Use of exterior insulation and finish systems (EIFS), as exterior cladding is not permitted at street level or along pedestrian corridors.
4. Windows shall be large (not divided into narrow, two or three-foot sections) transparent, and of storefront-type design.
5. A minimum of 60% of the street level façade of commercial buildings (for example, retail, restaurant, tavern, theater cultural center and museum uses) shall be transparent glass. Security measures such as steel grates shall be placed behind the glass and shall not be visible during business hours (hours that the establishment is open for business). Roll-up “garage door” panels that incorporate windows are acceptable for restaurants that have patio dining on the street. All storefront windows shall be completely clear and not tinted (no low-e or argon gas filled). Energy efficient windows are desirable as long as vision and transparency are not impaired, especially at street level.
6. Screen rooftop equipment in materials that are compatible with the structure.

5) Commercial Site Design Requirements--Parking, circulation and access

Principles:

Commercial/entertainment districts are more intense and vibrant where entertainment, restaurant and retail uses are maximized and parking is minimized as a component of overall land use--provided there is sufficient parking within the district to serve the abovementioned uses.

Standards:

1. Develop only the minimum amount of parking needed to serve the cluster of uses within the commercial district, assuming multi-purpose trips, assuming use of on-street parking spaces within a three-block radius, and also assuming a reasonable use of transit where regular bus service is an option.
2. Provide direct pedestrian connections between parking areas, public sidewalks and building entrances, so that parking areas can be located to the side and rear of the commercial district, and so that the impact of parking on the pedestrian experience is minimized.
3. Create "shortcuts" and pedestrian connections from parking areas to surrounding uses, if possible using sheltered pathways with public services and amenities.
4. Encourage shared use of parking areas.
5. Design parking areas so that they can be used for multiple activities. For example, parking areas can also be used for farmers markets, community fairs and other outdoor events. Use special paving patterns as a design enhancement.

6) Commercial Site Design Requirements--Landscaping and Site Improvements

Principles:

In commercial districts, a more active streetscape creates a more dynamic public realm. Urban landscaping provides identity, enhances and defines site and building elements, as well as provides relief and respite from the density of building and the intensity of uses in these districts. For example, hardscape design such as street furniture, sidewalk art, special paving patterns, planters, custom designed banners, landscape areas integrated with small plazas and pocket parks, enhance the identity of the district and the intensity of the pedestrian experience of it. Good design will often include the history, social and urban context of the district. Commercial streetscape elements such as planters and benches may be owned and/or cared for by their adjacent properties.

Standards:

1. All landscaping must meet the intent of Section 295-405 of the Zoning Code. The Authority on a case-by-case basis will consider exceptions that enhance the identity of the commercial district.
2. Minimize negative impacts of land uses on adjacent properties and uses with landscape screening and buffers.
3. Locate site elements to define street edges and corners. Locate site elements to extend the "street wall" of building facades where there are gaps in continuity.
4. Coordinate landscaping and site improvements with building features.
5. Encourage the use of landscape elements to establish a unique identity for the commercial district.
6. Encourage "ownership" of specific streetscape elements by their adjacent owners.
7. In parking areas, provide a minimum ratio of one tree for every ten parking spaces (1:10 ratio), distributed as evenly as possible throughout the parking area. Use existing natural features where they exist, e.g. view corridors, grade changes. Use the circulation flow of the parking lot to create landscape islands.
8. Use ornamental iron or architectural fencing and masonry piers or walls, in combination with clustered plant materials (trees, shrubs and ground cover) to improve the street edge of parking areas. Coordinate the materials of fences and walls with the architecture (design, color, material, style) of adjacent buildings.
9. Enclose and screen dumpsters and recycling units.

10. Screen loading docks and shipping/receiving areas from sidewalks and streets.

7) Commercial Site and Building Design Requirements--Signage

Principles:

Building signage shall fit the architecture of the building and the character of the district. Signage shall be an integral part of overall site and building design, compatible in architectural style with other aspects of the design. Signage for commercial districts shall be pedestrian-oriented.

Standards:

1. Preferred wall-mounted signage is as follows: internally illuminated individual letters (no raceways visible); neon figures and script; figurative elements, symbols or icons that represent a business, a business owner, or a product sold on premise; bracket signs; raised letters on signboards, window signs professionally done in painted, etched or stenciled glass; and mural-style painted wall advertisement (except where historic guidelines exclude a painted wall treatment). All wall-mounted signage shall be submitted to the Authority for review and approval prior to construction.
2. Projecting signs must be artistically designed as figurative elements, or a composition of graphic elements, to reflect a use, product, name, or activity of the establishment that the sign advertises or promotes. Projecting signs shall be submitted to the Authority for review and approval prior to construction.
3. Historic buildings shall have signage common to the building type and characteristic of the era in which they were built. Signage on historic buildings shall be referred to the Milwaukee Historic Preservation Commission for review and approval prior to construction.
4. Retractable canopies and awnings are desirable along street frontages, especially those that shelter storefront displays from sun and pedestrians from inclement weather. The slope of awnings must meet the city's code, which calls for a slope of at least 30 degrees but no more than 45 degrees.
5. Internally illuminated box signs are not permitted, unless recessed and incorporated as part of the building façade.
6. Internally illuminated stretch-frame canopy signs are not permitted.
7. Banners require review and approval by the Authority.
8. Murals require review and approval by the Authority.
9. Automatic changeable message signs require review and approval by the Authority.
10. Billboards of any type require review and approval by the Authority.
11. Rooftop signs of any type require review and approval by the Authority.
12. Freestanding signs of any type require review and approval by the Authority.

8) Commercial Building and Site Design Requirements--Lighting

Principles:

Lighting must be carefully designed and located to create a safe and attractive district for shopping and nightlife. With the exception of the overheads required to light the roadway, lighting within the district shall be pedestrian-oriented and designed to create the unique "atmosphere" of a cultural district. Night lighting shall enhance the special character of the district and highlight key features of building façades.

Standards:

1. Except for street and pedestrian lighting that will be specified as part of a district streetscape plan, lighting for individual building facades will vary with the uses and activities of each building. Building owners shall be encouraged to use lighting as another way to enhance the unique character and "personality" of the district.
2. Except for required overhead fixtures for lighting of roadways, street lighting shall be pedestrian lighting, which shall be comfortable (not overly bright), multi-sourced (incorporating indirect as well as direct sourcing), placed at varying heights, and incandescent or warm spectrum wherever possible.
3. Lighting for the commercial district shall be designed to create an environment that encourages

nighttime strolling, window-shopping and café-style outdoor dining.

4. Lighting for alleys and parking areas shall be strategically placed to ensure security for pedestrians and parkers, but prevent glare onto adjoining properties.

7(b) Site and Building Design Guidelines for Residential Development or Redevelopment (Infill)

1) Residential Site Design Requirements--Building placement

Principles:

The regular building pattern of houses, yards, gardens, walks, and street trees creates a visual and physical “street room.” The street facing or “street room” side of the residences on a block (or series of blocks within a subdivision) shall have a similar pattern of yards, gardens or courtyards that are pedestrian friendly and welcoming and create a unified appearance. (Unified does not mean uniform. Within that overall unified appearance is substantial room for variation in the actual layout and landscape design of yards, gardens, courtyards and walkways.) The rear or side yard of the residence (if not street facing) may be more private and closed off to public view/access and may also be individualized at the resident’s discretion.

Standards:

1. Locate buildings and “street room” elements such as porches and gardens, to define a more or less continuous green setback area or semi-public realm between building facades and the public right-of way. See Section 295-405 of the Zoning Code for actual setback or build-to requirements.
2. Use fences, walls, walkways and landscaping to define the public realm. See the section on “Landscaping and Site Elements” below for more about fences, walls, etc.
3. Locate corner and street edge elements such as porches, to round or turn the corner and define a continuous street edge.
4. Locate buildings to minimize or screen negative impacts on adjacent properties (e.g., excessive noise or unsightly views).
5. All newly created residential setbacks shall conform to the historic land use pattern of the neighborhood or district.
6. All residential buildings shall have the front façade and entrance visible from the street.
7. All front and side entrances shall be sheltered by a porch, stoop, canopy, or porte cochere where there is a side drive.

2) Residential Building Design Requirements--Massing

Principles:

New infill buildings shall relate to the physical character and scale of adjacent buildings. Use building elements such as entries and porches, and site elements such as patios, walls, fences and hedges, to define and enhance the public realm.

Standards:

1. Employ massing as a means of articulating and expressing the character and activities within buildings.
2. Use massing to create dramatic elements, such as porches, bay windows, dormers, and recessed entryways.
3. Make the massing of building elements pedestrian-friendly. For example, bring porches and patios close to the street.
4. Where possible, emphasize street corners by building elements that face or wrap the corner.
5. Infill buildings shall incorporate the traditional or dominant massing and building elements of the neighborhoods in which they are constructed. For example, a new building on a street where the majority of residences have porches should follow the dominant pattern and have a porch of similar design, similar proportions—height, width and depth, and similar detailing of materials. Where there is

no traditional or dominant pattern, the historic pattern of building shall take precedence.

3) Residential Building Design Requirements--Facades

Principles:

Building facades give residents and visitors to the area a sense or “read” of the neighborhood—its market value, history, “personality,” and sense of pride and ownership. This “read” affects the way both residents and outsiders value and invest in it, which in turn affects homeownership (owner occupancy), growth in equity, and long-term stability of the neighborhood.

Standards:

1. All facades visible from public streets shall contain the most architecturally significant materials and fenestration. See section on materials below.
2. Repair and maintain building facades. Use well-maintained building facades to convey an impression of attentive and careful ownership.
3. Eliminate signs of disinvestment (for example, substitution of inferior building materials for original materials, patches or temporary fixes as building repair, board-ups) that convey a negative image to residents and visitors to the neighborhood.

4) Residential Building Design Requirements--Materials

Principles:

Enrich street frontages to enhance the pedestrian experience. Use building materials and window types that repeat the local vernacular or traditional pattern of building in the neighborhood (for ex. wood shingles, clapboard, brick, stone, or stucco).

Standards:

1. Use significant building materials in architectural design. Significant building materials for residential construction include wood shingles, clapboard, brick, stone, stucco, tile, and terra cotta. On occasion, other materials may be used as part of a prevalent architectural style, e.g., architectural-finished metal cladding is common in modern architecture. Materials are subject to case-by-case review by the Authority.
2. Windows shall be generous in size and number and shall fit the dominant architectural style(s) of the neighborhood.
3. For new construction and rehab, windows shall also be as energy efficient as possible.
4. Use detailing of materials to articulate and enrich building facades (for example, soldier courses within a brick facade).

5) Residential Site Design Requirements--Parking

Principles:

Make automobile-oriented spaces (garages, driveways) subordinate to pedestrian-oriented spaces (yards, gardens, play areas). Minimize conflicts between pedestrians and automobiles.

Standards:

1. Use alleys where available.
2. Place parking pads and garages to the side or rear of the principal building.
3. For larger residential structures, locate parking beneath the first story level or below grade in an enclosed garage.
4. Screen parking areas from neighboring properties with a fence (preferably vine-covered), wall or hedge.

6) Residential Site Design Requirements--Landscaping and Site Elements

Principles:

Well-landscaped and maintained properties support long-term stability in property values and ownership, and add significant market value to neighborhoods.

Standards:

1. All landscaping must meet the intent of Section 295-405 of the Zoning Code.
2. Locate site elements to define street edges, corners, alleys, walkways, and property lines (fence lines).
3. Coordinate landscaping and site improvements with building features. Use more formal walls, fences, planting beds and hedges to define the street-facing side of the residence. Materials shall be brick or stone in the case of walls, wood picket in the case of fences. Less formal fencing such as chain link, decorative block, or stockade shall be restricted to non-street facing rear or side yards. For height and placement restrictions, see Section 295-405 of the Zoning Code.
4. Minimize negative impacts from property use or development on adjacent properties and uses.
5. Limit all single-family and multi-family residential parcels to a maximum of three uncovered parking spaces on-site. (Bed and breakfast establishments must submit a parking plan to the Authority for review and approval prior to establishing on-site parking areas.)
6. Encourage residents to “adopt” and maintain portions of the public right-of-way adjacent to property they own or lease (such as the verge or “tree border area” between the street and the sidewalk).
7. For new subdivisions of ten lots or more, encourage the integration of a commons area accessible to (and visible from) surrounding residential properties, and managed by a homeowner association where one exists.
8. For multi-tenant residential properties, enclose and screen dumpsters and recycling units.

7) Residential Site Design Requirements—Signage for Bed and Breakfast Establishments or Multi-tenant Properties

Principles:

Signage in residential neighborhoods (except for street numbers) is permitted only when necessary for the normal purposes of operating a business allowed in those neighborhoods. In these instances, signage shall be understated, compatible with the architectural style of the residence, and pedestrian in scale and orientation.

Standards:

1. Residential signage shall conform to the requirements in Section 295-405 of the Zoning Code.
2. Signage shall fit the architectural style or period of the building and district where it is placed.

8) Residential Site Design Requirements--Lighting

Principles:

Lighting shall be an integral part of residential building and landscape design. Street lighting shall be pedestrian-oriented.

Standards:

1. Outdoor lighting installed by property owners for garages, parking areas, yards, patios, and decks, must not be overly bright and cause glare onto adjoining properties. Low-level landscape lighting is preferable to overhead spotlighting.
2. Lighting for commercial parking lots that border residential areas shall be placed to ensure security for pedestrians and parkers, but must not create glare onto neighboring properties. Baffles and cut-offs shall be used to prevent glare. Lamps shall be selected for warm spectrum and good color rendition.
3. Signage where it exists shall be illuminated by spotlights placed unobtrusively on the building façade (hidden behind fascia or other façade elements), or by ground-mounted landscape lights (used to highlight landscape features).

4. Residential street lighting shall be primarily pedestrian scale, multi-sourced (designed to incorporate light from houses as part of overall light levels), low wattage or low intensity (not overly bright), warm spectrum with good color rendition.